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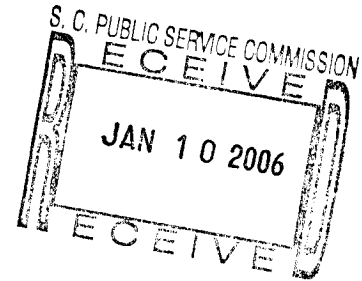
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January 9, 2006



\*ALSO ADMITTED IN TX  
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VIA FIRST-CLASS U.S. MAIL

The Honorable Charles L.A. Terreni  
Chief Clerk / Administrator  
**Public Service Commission of South Carolina**  
Synergy Business Park  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

RE: Proposed Modifications to 26 S.C. Code Ann. Regs. RR.103-500, *et seq.*;  
Docket No. 2006-9-WS

Dear Mr. Terreni:

Enclosed for filing on behalf of Carolina Water Service, Inc., United Utility Companies of South Carolina, Inc., Utilities Services of South Carolina, Inc., Tega Cay Water Service, Inc. and Southland Utilities, Inc. are the original and six (6) copies of comments addressed to the above-referenced matter.

*JMS* Please accept these documents for filing and acknowledge your receipt of same by returning the enclosed copy of this letter, bearing your file-stamp, in the enclosed envelope.

If you have any questions, or need additional information, please do not hesitate to contact me. With best regards, I am

Sincerely,

**WILLOUGHBY & HOEFER, P.A.**

John M.S. Hoefer

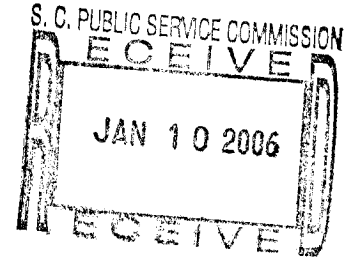
JMSH/kef

The Honorable Charles L.A. Terreni  
January 9, 2006  
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cc: Mr. Steve Lubertozi  
Mr. Bruce T. Haas  
Florence P. Belser, Esquire

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2006-9-WS**



IN RE: )  
 )  
Commission's Proposed Changes to )  
Article 5 of its Rules )  
\_\_\_\_\_ )

**COMMENTS OF CAROLINA WATER SERVICE, INC., UNITED UTILITY  
COMPANIES, INC., UTILITIES SERVICES OF SOUTH CAROLINA, INC., TEGA CAY  
WATER SERVICE, INC. AND SOUTHLAND UTILITIES, INC.**

Pursuant to the Commission's December 14, 2005 Notice, Carolina Water Service, Inc., United Utility Companies, Inc., Utilities Services of South Carolina, Inc., Tega Cay Water Service, Inc. and Southland Utilities, Inc. (hereinafter collectively referred to as "Utilities"), by and through the undersigned counsel, submit the within comments on the Commission's proposed change to 26 S.C. Code Ann. Regs. R. 103-535.O:

1. The Utilities respectfully submit that deletion of R. 103-535.O is not warranted and that a modification to the current language will suffice to conform this provision of the regulation to pertinent statutory law. Specifically, deletion of subsection O of this regulation is unnecessary since the prohibitions of S.C. Code Ann. § 27-33-50 (2004) do not apply in cases where a landlord's property being served consists of four or more multi-dwelling units served by a master meter or single connection. *See* § 27-33-50(C). Moreover, the statute does not prohibit a water or sewerage utility from entering into a **voluntary** agreement with a landlord for the landlord to be responsible for all charges billed to customer premises owned by a landlord;

rather, § 27-33-50(A) contemplates that a landlord **may** agree in writing to be so responsible. The only proscriptions are set forth in § 27-33-50(B), which provide that a utility may not (1) **require** a landlord to execute an agreement to be responsible for tenant utility charges or (2) discontinue or refuse service based upon a landlord's refusal to execute such an agreement. And, as already noted, these proscriptions would not apply to multiple dwelling units of four or more served by a master meter or single connection.

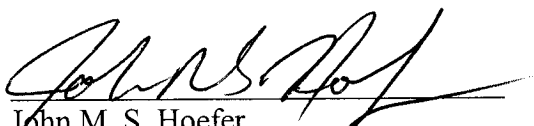
2. In light of the pertinent statutory language, the Utilities submit that R. 103-535.O should only be modified to read as follows:

“O. In the case of a landlord/tenant relationship where the tenant is the customer, the utility may, to the extent permitted by law, require the landlord to execute, or the landlord may voluntarily execute, an agreement wherein such landlord agrees to be responsible for all charges billed to that premises in accordance with the approved ~~tariffs~~ rate schedule for that utility and the Rules of the Commission, and said account shall be considered the landlord's and the tenant's account. In the event the landlord refuses to execute such an agreement in circumstances where the utility is permitted under law to require such an agreement, the utility may not discontinue service to the premises unless and until the tenant becomes delinquent on his account or until the premises are vacated. The utility may discontinue service pursuant to R. 103-535.1 if the account is delinquent or may discontinue service at the time the premises are vacated and the utility shall not be required to furnish service to the premises until the landlord has executed the agreement and paid any reconnection charges.

3. The Utilities would note that a modification of R. 103-535.O in accordance with the foregoing would also be consistent with the language of the rate schedules most recently approved by the Commission for Carolina Water Service, Inc. (*see* Order No. 2005-328, Docket No. 2004-357-WS, June 22, 2005 at 49-50) which recognizes the pertinence of § 27-33-50 to the provision of sewer service to landlord premises.

WHEREFORE, having fully set forth their comments, the Utilities request that the Commission's action with respect to the foregoing matter be limited to that proposed hereinabove.

Respectfully submitted,



John M. S. Hoefer

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Services of South Carolina, Inc., Tega Cay  
Water Service, Inc. and Southland Utilities,  
Inc.

Columbia, South Carolina

This 7<sup>th</sup> day of January, 2006